Though in absence of statutory or contractual authority, mortgagee would not have power to bid on property at mortgage foreclosure sale as freely as other persons, under Code Pub. Gen. Laws 1924, art. 66. § 14, mortgagee is permitted to bid as freely and fully as any other person, subject to the condition that a sale to him will be scrutinized with utmost care and will be avoided on slight evidence of partiality, unfairness, or want of strictest good faith.

Circuit Court, Harford County; Walter W. Preston, Judge.

Proceeding to foreclose a mortgage of real estate described in the mortgage from James F. Richardson and wife. From an order directing a resale on objections to the sale under foreclosure made by John A. Evans and others, Anne McE. Heighe appeals. Reversed and remanded.

Argued before BOND, C. J., and PATTI-SON, URNER, ADKINS, OFFUTT, DIG-GES, PARKE, and SLOAN, JJ.

Edwin H. W. Harlan, of Bel Air, for appellant.

Frederick Lee Cobourn, of Havre de Grace, for appellee.

OFFUTT, Judge.

binding on the Susquehanna river in Havre son would still be bound as a mortage . de Grace, Md., which was subsequently trans- while if it were released he would be disferred to one Philip Eckells, and by him to charged from liability, and Mrs. Heighe to J. M. Stengel. In October, 1930, John A. Ev- protect him insisted on a release, and reans, his son John C. Evans, and Norah fused to assign. The Evanses, however, Bouldin bought it from Stengel; but for rea- wanted it assigned and not released, because sons not disclosed, John A. Evans had the they could not get the money to repay Mra title conveyed to James J. Richardson and Heighe's loan to John C. Evans unless they his wife, who was Evans' daughter. The could secure the lender by a mortgage co property cost \$4.800, of which John A. Exans the property, but if the mortgage were repaid in eash \$1,500. John C. Evans \$250 or leased, the title to the property would all \$300, Norah Bouldin, \$1,000, and the balance of \$2,000 was raised by a mortgage on the property executed by James J. Richardson and his wife. Subsequently John C. Evans applied to Mrs. Anne McE. Heighe for a loan of \$480, and offered to secure it by a mortgage on the property then standing in money due on the Richardson mortgage, will the name of the Richardsons. She loaned the that contention is not supported by the money upon that assurance, and on May 11, 1932, the Richardsons executed the mortgage which recited that it was to secure a Toan to them, so that they occupied the position of being bound by mortgages aggregating \$2,480 on land in which they had no beneficial ownership, and which was occupied by John C. Evans.

lect the \$480 loan, Mrs. Heighe foreclosed thing but let the property go to a sale. I had the mortgage which secured its repayment, raised the money but had to get collateral and at the sale, bought the property in for \$900 subject to the first mortgage of \$2,000.

The sale was in due course reported, object tions were filed by John A. and John C. I r. ans and Martha Richardson, which after evidence and a hearing were sustained and a resale ordered. This appeal was that a from that order.

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The objections to the ratification of the sale were: (1) Inadequacy of price: (2) the the purchaser 'practiced fraud and des upon these objectants and their agence order to suppress bidding at said sain ea that the said property could be percent at the lowest possible figure, to the damas and injury of these objections; and the said purchaser of the property and Jan. J. Richardson conspired together to it. vent these objectants from paying the zare gage debt on said property, which debt the objectants were ready and willing to per for several days before said sale."

It appears from the evidence taken in connection with these objections that thrown. out the negotiation for the payment of the mortgage debt, John A. Evans, John C. E. ans, and Martha G. Richardson were interested in having the Richardson mortgage assigned to a Mr. Thompson of York, Fr. who had agreed to advance the money to pay Mrs. Heighe what was due her under !t bat that Mrs. Heighe and James F. Richardene. the husband of Martha, were unwilling that the mortgage be assigned. While not direct. ly so stated, the reason for that conflict was In 1916 John A. Evans owned a lot of land that if the mortgage were assigned Richard. be in Mr. and Mrs. Richardson, and the Evanses knew that James J. Richardson would not execute another mortgage for their benefit.

It is contended by appellant that John A. Evans made an unconditional tender of the ord. John A. Evans, who conducted all the negotiations preceding the sale, when asked why he could not "take a plain release." said: "Then I wouldn't have anything to give to Mr. Thompson, because Mr. Richard. son would not assign or sign a new obligation. I think I can tell you something that will show some connection there. Here After repeated fruitless attempts to col- were caught with Jim not inclined to do for that,—I was going to have a deed to Mr. Thompson prepared, but they would not do a

